Memorandum of Understanding (MoU) for

Academic Collaboration between

The Indian Institute of Technology Kanpur, INDIA and

University of Southern California, Los Angeles USA
Preamble

This Memorandum of Understanding (this "MOU") made on this 17th day of March, 2014 between Indian Institute of Technology, Kanpur, (hereinafter referred to as "IITK") and University of Southern California, on behalf of its Viterbi School of Engineering and other College/Schools to be included by mutual consent (hereinafter referred to as "USC"). The IITK and USC, collectively referred to as the "Institutions" or the "Parties", RECOGNIZING their mutual interest in research, development, education and technology transfer on a non-commercial basis, and also RECOGNIZING the global nature of today's business, industrial and social problems, and the need to address them through international cooperation, HEREBY agree to encourage collaboration according to the terms and conditions set forth in the following articles.

Article 1: Fields of Collaboration

IITK and USC may collaborate within any mutually agreeable field of research and education.

Article 2: Exchange of Faculty and Research Scholars

2.1 IITK and USC will encourage collaboration in research and education in areas of mutual interest, through reciprocal arrangements for faculty and research scholar exchanges.

2.1.1 As feasible, and contingent upon cognizant parent organization or departmental approval, the administrations of the two institutions agree to assist their respective faculty members in developing scholarly exchanges that may include a range of interactions such as research collaboration, specialized lectures, seminars and teaching or submission of joint research proposals.

2.1.2 Both parties must agree upon the specific terms of any inter-institution initiative relative to this agreement in written or electronically recorded correspondence at least three months prior to the initiation of a particular program or activity in order for the said initiative to proceed.

2.1.3 Each host institution, in the pre-visit agreement correspondence, will also coordinate support with the visiting institution for office space, laboratory, and other privileges appropriate to the level and purpose of the visit, subject to the availability of resources.
Article 3: Research projects

3.1 Interested faculty of either institution may initiate joint research projects. Subject to available funding, the Parties will encourage research centers of their respective institutions to initiate and conduct collaborative projects consistent with the other terms and specifications of this agreement. Such joint research projects are to be the subject of definitive project agreements specific to each project and separate from this MOU.

3.2 The financial arrangement relating to each joint research project will be in accordance with the specific agreement covering each project.

Article 4: Intellectual Property, Inventions and Innovations

The terms with respect to title to and exploitation of intellectual property (including trademarks and service marks, copyrights, patents designs and confidential information on the subject of such intellectual property, inventions and innovations) will be negotiated on a project-by-project basis in the specific research project agreements referred to in Article-3 and broadly governed by the IPR policy of both institutions. Information on research results and scientific materials (reports, articles, books) will be exchanged freely keeping in mind the mutually agreed provision of Intellectual Property Rights. All Intellectual Property solely conceived and/or developed by USC during the course of this Agreement shall be owned by USC. All Intellectual Property solely conceived and/or developed by IITK during the course of this Agreement shall be owned by IITK. Intellectual Property jointly conceived and/or developed by USC and IITK will be jointly owned by USC and IITK. For purposes of this Agreement, the term “Intellectual Property” shall mean any and all works and property including, but not limited to, all intellectual properties, ideas, inventions, concepts, products, improvements, innovations, discoveries, developments, methods, formulas, techniques, software, know-how and writings made, conceived, reduced to practice, developed, written, or prepared by a party, whether or not patentable or copyrightable and whether made solely by that party or jointly with other third parties. USC and IITK agree to collaborate towards the protection, if appropriate, and application of such Intellectual Property for commercial or other purposes on mutually acceptable terms to be negotiated in good faith between the parties.

Article 5: Administration and General Provisions

5.1 This MoU shall have an initial duration of five years from the date of signature, unless either party gives a six-month notice of termination. This MoU may be extended further, in five-year increments, by mutual written agreement.

5.2 Despite the statements and obligations expressed herein, this MoU is a non-binding expression of the current intentions of the Parties, and neither Party will
incur nor be bound to any legal obligations or expense hereunder to the other Party until and unless definitive agreements have been negotiated, approved by the necessary management levels of each Party and executed and delivered by authorized representatives of both Parties.

This MoU is signed subject to approval by the appropriate authorities on both sides.

FOR UNIVERSITY OF SOUTHERN CALIFORNIA, LOS ANGELES

Yannis Yortsos, Dean
Viterbi School of Engineering
University of Southern California
Los Angeles, CA, USA

Date: 3/7/14

Anthony Bailey
Vice Provost for Globalization
University of Southern California

Date: 3/18/14

FOR INDIAN INSTITUTE OF TECHNOLOGY, KANPUR

Prof. Prabhat Munshi, Dean
Resources and Alumni
Indian Institute of Technology
Kanpur, INDIA

Date: 27/3/14

Prof. Amalendu Chandra, Dean
Research and Development
Indian Institute of Technology
Kanpur, INDIA

Date: 28/3/14